TICKETNETWORK, INC.
TICKET SOFTWARE, LLC

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TICKETNETWORK END-USER LICENSE AND SERVICES AGREEMENT

ATTENTION: CUSTOMER MAY NEED TO SCROLL DOWN TO THE END OF THIS EULA BEFORE CUSTOMER CAN AGREE TO THE EULA AND CONTINUE WITH THE SOFTWARE INSTALLATION.

IMPORTANT: THIS TICKETNETWORK END-USER LICENSE AND SERVICES AGREEMENT (HEREINAFTER "AGREEMENT" OR "EULA") FOR THE TICKETNETWORK SOFTWARE KNOWN AS 'POINT-OF-SALE' OR 'TICKETBOARD PRO' (HEREINAFTER THE "SOFTWARE") AND FOR THE SUPPORT SERVICES AND OTHER SERVICES THAT YOU SIGN UP FOR (THE "SERVICES") IS A LEGAL AGREEMENT BETWEEN THE PERSON, COMPANY, OR ORGANIZATION THAT HAS LICENSED THIS SOFTWARE BY DOWNLOADING, INSTALLING AND/OR USING THE SOFTWARE AND SERVICES AND CLICKING "ACCEPT" FOR THIS AGREEMENT (HEREINAFTER "CUSTOMER") AND TICKETNETWORK, INC. (WHICH SHALL INCLUDE TICKET SOFTWARE, LLC, AND HEREINAFTER BE "TICKETNETWORK"). BY DOWNLOADING, INSTALLING, AND/OR USING THE SOFTWARE AND SERVICES, CUSTOMER ACCEPTS THE SOFTWARE AND AGREES TO THE TERMS OF THIS AGREEMENT. READ IT CAREFULLY BEFORE COMPLETING THE INSTALLATION PROCESS AND USING THE SOFTWARE AND SERVICES.

IF THE PERSON READING THIS AGREEMENT DOES NOT AGREE TO BE BOUND BY THESE TERMS, OR DOES NOT HAVE AUTHORITY TO BIND CUSTOMER TO THESE TERMS, THEN CUSTOMER SHOULD NOT DOWNLOAD, INSTALL AND/OR USE THE SOFTWARE AND SERVICES BUT INSTEAD RETURN THE SOFTWARE TO CUSTOMER'S PLACE OF PURCHASE FOR A FULL REFUND IN ACCORDANCE WITH TICKETNETWORK'S REFUND POLICIES.

1. DESCRIPTION OF SERVICES

SERVICES. This AGREEMENT governs your use of Services that may be used in conjunction with the SOFTWARE that you elect to sign up for with TICKETNETWORK, including such ancillary services as: (1)TICKETNETWORK Direct (hereinafter "TND"); (2) TICKETNETWORK Discount Volume Shipping Program (hereinafter "Volume Shipper Program"); (3) the TICKETNETWORK Online Exchange (hereinafter "Exchange"); (4) WebAdmin (hereinafter "WebAdmin"); (5) the Mercury Program (hereinafter referred to as "Mercury"); (6) the StubHub API Application (hereinafter "StubHub API"); and (7) the Fraud Reimbursement Guarantee (hereinafter "FRG"), all of which shall hereinafter be collectively referred to as "the SERVICES", or as an authorized third party licensee through a TICKETNETWORK API License Agreement, referenced hereby. In the event of a conflict between the terms of this EULA and the TICKETNETWORK API License Agreement, the terms of the TICKETNETWORK API License Agreement shall prevail.

2. SCHEDULE OF FEES.

a. If CUSTOMER licenses the Point of Sale SOFTWARE, CUSTOMER agrees to pay TICKETNETWORK an annual license fee (the "Annual Fee") for each year of use. The first Annual Fee is due and payable immediately prior to installation of the SOFTWARE (the "Activation Date"). Future Annual Fees will be invoiced 30 days prior to the annual anniversary of the Activation Date and are due and payable no later than the fifteenth (15^{th}) day prior to the anniversary of the Activation Date.

b. If CUSTOMER licenses the "TicketBoard Pro Uploader" version of the SOFTWARE, TICKETNETWORK will charge a file upload fee (the "File Fee").

c. In addition, CUSTOMER agrees to pay TICKETNETWORK a weekly commission fee (the "Rebate Fee") resulting from the use of TND equal to a portion of the gross revenue from all sales CUSTOMER acquired by use of said web product SOFTWARE.

d. CUSTOMER understands that there are additional fees for some of the optional ancillary SERVICES (the "SERVICE Fees"). If CUSTOMER uses such optional ancillary SERVICES, CUSTOMER agrees to pay any and all applicable SERVICE Fees.

e. TICKETNETWORK reserves the right to change or amend ALL previously stated fees or charges including, but not limited to, the Annual Fee, Rebate Fee, File Fee, and SERVICE Fees at any time at its sole discretion.

3. TERM/TERMINATION.

a. Unless earlier terminated in accordance with the terms hereof, the term of this AGREEMENT shall commence on the Activation Date and shall continue for an initial period of one year (the **"**Initial Term"). Thereafter, this AGREEMENT shall automatically renew for additional successive one year renewal periods (each a "Renewal Term") (the Initial Term together with all Renewal Terms, the "Term"), unless CUSTOMER provides written notice of termination thirty (30) days before the expiration of the then current Term.

b. **TERMINATION OF THIS AGREEMENT OR OF USE OF SOFTWARE AND ADDITIONAL SERVICES BY TICKETNETWORK.** Use of the SOFTWARE and the SERVICES by CUSTOMER is at the sole discretion of TICKETNETWORK and may be terminated or temporarily suspended by TICKETNETWORK at any time, with or without notice to CUSTOMER, for cause or no reason. Cause shall include, but not be limited to, non-payment, slow payment, poor customer service, inability to contact CUSTOMER by TICKETNETWORK or any of TICKETNETWORK'S CUSTOMERS, improper ticket listings, improper use of SOFTWARE, filing a lawsuit against TICKETNETWORK, any behavior deemed inappropriate or potentially damaging to the business of TICKETNETWORK or other TICKETNETWORK CUSTOMERs or end user ticket buyers, or any breach of this AGREEMENT. Behavior deemed inappropriate or potentially damaging is described in the TICKETNETWORK Broker Guidebook, the written CUSTOMER guide and behavior standards document, available upon request to all CUSTOMERS from TICKETNETWORK. CUSTOMER agrees that all fees, fines, and costs associated with the use of the SOFTWARE and SERVICES prior to

TICKETNETWORK's termination of this AGREEMENT shall be paid for by CUSTOMER within thirty (30) days of the final invoice date.

c. **TERMINATION BY CUSTOMER.** CUSTOMER may terminate this AGREEMENT by providing written notice to TICKETNETWORK at any time, provided that CUSTOMER has paid for all SOFTWARE and SERVICES used before its termination in full upon the effective date of this AGREEMENT termination. CUSTOMER acknowledges that a final bill may not be available immediately upon termination of services. CUSTOMER agrees to pay upon receipt of the final bill. If CUSTOMER terminates this AGREEMENT, CUSTOMER further agrees that no refund of the Annual Fee, or any other Fees, shall be due to the CUSTOMER. TICKETNETWORK may, at its sole discretion, refund a pro-rated portion of the Annual Fee upon receiving a written cancellation request.

d. **TERMINATION OBLIGATIONS.** Upon termination, CUSTOMER must destroy all copies of the SOFTWARE and all of its component parts, including any related documentation, and must cease all use of the SOFTWARE and SERVICES AND remove ANY and ALL use of such technology and SOFTWARE immediately from any applications developed by CUSTOMER, whether in native, altered or compiled state. Upon termination, or upon any other cessation of CUSTOMER'S use of the SOFTWARE and SERVICES, TICKETNETWORK shall be deemed to have been granted by CUSTOMER a fully paid up, non-exclusive, royalty free license to access and use for its business purposes, including for product support and development and marketing purposes, any programs CUSTOMER created or data CUSTOMER, CUSTOMER's customers, or a third party created, stored, maintained, uploaded or processed with or utilizing the SOFTWARE or otherwise in the course of CUSTOMER's relationship with TICKETNETWORK (the "Data"). In addition, upon termination, CUSTOMER will lose access to any Data stored by CUSTOMER within the SOFTWARE. This provision shall survive termination of this Agreement.

e. **LICENSE SUSPENSION.** Should TICKETNETWORK be named in a legal proceeding or informal or formal hearing process involving the Better Business Bureau, state Attorney General's office, other government agency, court system, or other civil or legal setting, along with CUSTOMER as a result of a consumer issue that CUSTOMER failed to resolve prior to proceeding being commenced against TICKETNETWORK or notice given to TICKETNETWORK of the proceeding, TICKETNETWORK, at its sole discretion, may settle the matter and debit CUSTOMER's account 150% of the settlement amount, plus reasonable attorneys' fees and costs, to compensate it for all fees and costs associated with the settlement negotiations. In addition, TICKETNETWORK reserves the right to suspend CUSTOMER's rights under the AGREEMENT, including the right to use the SOFTWARE, until the consumer issue is settled and/or the proceeding is concluded.

4. GRANT OF SOFTWARE LICENSE; USE OF SERVICES

a. **RISK-FREE TRIAL.** If CUSTOMER licenses the SOFTWARE, TICKETNETWORK grants to CUSTOMER a limited, non-exclusive license to use the SOFTWARE on a risk-free basis for a period of sixty (60) days after the Activation Date (the "Risk-Free Trial Period"). CUSTOMER may use the SOFTWARE during the Risk-Free Trial Period in accordance with the terms of this AGREEMENT. If, during the Risk-Free Trial Period, CUSTOMER is not satisfied with the SOFTWARE, for

any reason, CUSTOMER shall be eligible for a full refund of the Annual Fee or File Fee as long as CUSTOMER:

i. deletes the SOFTWARE and all related files from ALL computers onto which it was installed or copied;

ii. contacts TICKETNETWORK to request the refund; and

iii. pays any fees due.

b. **SOFTWARE LICENSE.** Subject to the terms and conditions of this AGREEMENT, if Customer licenses from TICKETNETWORK the SOFTWARE, TICKETNETWORK hereby grants to CUSTOMER a limited, non-exclusive, terminable, non-sublicenseable license to use the SOFTWARE and SERVICES for the Term only for tickets sold through the SOFTWARE and SERVICES; provided that if the CUSTOMER is a current paid up licensee of the SOFTWARE, TICKETNETWORK grants to Customer a limited right to export Customer's inventory data and Customer's customer data during the Term.

If the SOFTWARE is labeled as an upgrade, CUSTOMER must be properly licensed to use such SOFTWARE identified by TICKETNETWORK as being eligible for the upgrade in order to use the SOFTWARE. SOFTWARE labeled as an upgrade replaces and/or supplements the SOFTWARE that formed the basis for CUSTOMER's eligibility for the upgrade, and together thereafter constitute the SOFTWARE licensed herein.

c. **POINT-OF-SALE SOFTWARE.** If CUSTOMER licenses the SOFTWARE for the Point-of-Sale ("POS"), CUSTOMER may install and use the server version of the POS SOFTWARE on a single computer, on a virtual or physical server via a server hosting service, or on a storage device, such as a network server. The server version of the POS SOFTWARE may be used to install the client version of the POS SOFTWARE on CUSTOMER's other computers over an internal network, provided CUSTOMER has purchased a sufficient number of licenses for each separate computer on which the client version of the POS SOFTWARE is installed. The purchase of one (1) license entitles CUSTOMER to a single copy of the server version and four (4) copies of the client version of the software. Any additional copies of the client version of the POS SOFTWARE must be purchased separately. CUSTOMER shall not have more than one (1) installation of the POS SOFTWARE on any single computer.

d. **TICKETBOARD PRO SOFTWARE.** If CUSTOMER licenses the SOFTWARE for TicketBoard Pro ("TBP") CUSTOMER will be given access to a web-based application and may use that access for all users of the SOFTWARE as long as CUSTOMER's SOFTWARE license is current.

e. **EXCHANGE SERVICE.** If CUSTOMER licenses the SOFTWARE, CUSTOMER may use the Exchange as long as CUSTOMER's SOFTWARE license is current.

f. **WEBADMIN SERVICE.** If CUSTOMER licenses the SOFTWARE, CUSTOMER may use Webadmin as long as CUSTOMER's SOFTWARE license is current.

g. **TND SERVICE**. Subject to any additional TND participation requirements, if CUSTOMER licenses the SOFTWARE, CUSTOMER may use TND as long as CUSTOMER's SOFTWARE license is current.

h. **MERCURY SERVICE.** Subject to any additional MERCURY participation requirements, if CUSTOMER licenses SOFTWARE, CUSTOMER may use MERCURY as long as CUSTOMER's SOFTWARE license is current.

i. **STUBHUB API SERVICE**. If CUSTOMER chooses to participate in the STUBHUB API, CUSTOMER acknowledges that CUSTOMER is a sublicensee of the STUBHUB API pursuant to the StubHub API License Agreement (hereinafter referred to as "STUBHUB AGREEMENT") between TICKETNETWORK and StubHub, and that by participating in the STUBHUB API, CUSTOMER agrees to abide by all terms found in the STUBHUB AGREEMENT (excluding the right to sublicense and indemnification provisions). CUSTOMER acknowledges that StubHub is the owner of the rights in the developer's program intellectual property used in the STUBHUB API and that CUSTOMER may only use the STUBHUB API as long as CUSTOMER'S SOFTWARE license is current.

j. **SHIPPING PROGRAM SERVICE**. If CUSTOMER licenses the SOFTWARE, CUSTOMER may use the Volume Shipper Program as long as CUSTOMER's SOFTWARE license is current.

i. **Limitations of Use.** CUSTOMER agrees that the use of the Volume Shipper Program (the "Program") is limited to shipping tickets sold through the SOFTWARE and SERVICES using shipping labels (airbills) generated through the TICKETNETWORK Point-of-Sale, or TICKETNETWORK WebAdmin software. CUSTOMER agrees not to attempt to process shipments to be billed under the Program outside of the SOFTWARE, and that any labels generated outside of the SOFTWARE and/or using an alternate shipping account number will not receive the applicable discount percentage.

ii. **Liability and Service Limitations.** CUSTOMER agrees to indemnify, defend and hold harmless TICKETNETWORK from any and all actions, claims, demands, suits, liabilities, losses, costs, damages, fines, penalties (except where reimbursement of fines and penalties is prohibited by law), judgments, expenses (including reasonable attorney's fees) and causes of action of every kind and character (including those of the parties and their agents and employees) directly or indirectly incurred or arising out of or in connection with the actual shipment and delivery of packages under the Program, including but not limited to, loss of packages, damage, theft, and timeliness of delivery. CUSTOMER acknowledges that the responsibility for this lies with the carrier and that TICKETNETWORK is not legally or financially responsible for any claims with regard to failure of service. CUSTOMER agrees to accept full responsibility for submitting and processing all inquiries regarding shipment status and claims for delivery delays and failures. CUSTOMER agrees that TICKETNETWORK is under no obligation to aid in the processing of inquiries and/or claims.

iii. **Terms of Discount and Payment.** CUSTOMER agrees that the applicable discount percentage applies ONLY to transportation charges for domestic airbills created. All international transportation and additional delivery charges, including but not limited to, residential/suburban delivery, signature required, fuel surcharge, and other additional service fees are not covered by the Program.

iv. **Invoicing and Payment.** TICKETNETWORK will invoice CUSTOMER weekly for all shipments completed and invoiced by the third party shipper. CUSTOMER agrees that payment for invoices will be automatically processed via credit card or automated clearinghouse transaction at the time the invoice is created. CUSTOMER agrees to maintain two valid credit cards and/or bank accounts on file with TICKETNETWORK for the processing of payments. Any disputes regarding the validity of a charge for shipment will be reviewed by TICKETNETWORK in a timely manner and refunded and/or credited upon validation.

k. **FRAUD REIMBURSEMENT GUARANTEE SERVICE**. Subject to any additional FRG participation requirements, if CUSTOMER licenses the SOFTWARE, CUSTOMER may use the FRG Service as long as CUSTOMER's SOFTWARE license is current.

5. INTELLECTUAL PROPERTY RIGHTS

a. **USE OF THE SOFTWARE.** The SOFTWARE is licensed, not sold. The SOFTWARE is comprised of proprietary software and materials and is protected by the laws of the United States of America, state laws and international treaties, including but not limited to, copyright, trade secret, trademark and patent laws. CUSTOMER shall not: (i) copy, distribute, sublicense, transfer, modify, create derivative work based on, or assign the SOFTWARE or any portion or copy of the SOFTWARE to any third party without prior written consent of TICKETNETWORK; (ii) copy, use or exploit the SOFTWARE other than in accordance with this AGREEMENT; (iii) resell, rent, lease, lend, use in an application service provider ("ASP") or service bureau environment, sublicense or otherwise transfer rights to the SOFTWARE to any third party; (iv) reverse engineer, disassemble, or decompile the SOFTWARE or assist any other entity in doing so; (v) circumvent or bypass, or assist any other entity in circumventing or bypassing, any security tool, enhancement feature, or technological measure of the SOFTWARE intended to control access to or use of the SOFTWARE; or (vi) allow a third party to do any of the forgoing items listed in subsections 5.a.i.-5.a.v. Any unauthorized use of the SOFTWARE or violation of this Section 5(a) will result in immediate termination of this AGREEMENT; in addition, TICKETNETWORK reserves the right to seek injunctive relief along with civil or criminal penalties, including possible monetary damages, notwithstanding other remedies that may be available.

b. **USE OF CONTENT AND OTHER MATERIAL**. For purposes of this AGREEMENT, "Content" is defined as any information, communications, software, photos, video, graphics, music, sounds, and other material and services that can be viewed by users on TICKETNETWORK's site(s). For

purposes of this Agreement, Content is a part of the SOFTWARE. This includes, but is not limited to, message boards, chat, and other original content.

i. CUSTOMER acknowledges and agrees that all Content presented to CUSTOMER in the SOFTWARE is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws, and is the sole property of TICKETNETWORK and/or its affiliates, content providers, or licensors. CUSTOMER is only permitted to use the Content as expressly authorized by TICKETNETWORK or the specific content provider. CUSTOMER may not copy, reproduce, modify, republish, upload, post, transmit, or distribute any Content or other information from the SOFTWARE in any form or by any means without prior written permission from TICKETNETWORK or the specific content provider, and CUSTOMER is solely responsible for obtaining permission before reusing any copyrighted material that is available in the SOFTWARE. Any unauthorized use of the Content or other information appearing on TICKETNETWORK's site(s) may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

ii Neither TICKETNETWORK nor its affiliates warrant or represent that CUSTOMER's use of SOFTWARE, and the Content and other materials displayed on, or obtained through the SOFTWARE and SERVICES and TICKETNETWORK's site(s) will not infringe the rights of third parties. All such material is provided "AS IS".

iii. All trademarks and service marks are the property of their respective owners. Nothing in this AGREEMENT grants CUSTOMER any right to use any trademark, service mark, logo, and/or the name of TICKETNETWORK or its affiliates.

6. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

a. **AUDITING RIGHTS**. To ensure that CUSTOMER's use of the SOFTWARE is in full compliance with the terms of this AGREEMENT, TICKETNETWORK may, with or without notice, audit the SOFTWARE in use by CUSTOMER at the CUSTOMER'S premises or any other location deemed appropriate by TICKETNETWORK, at its sole discretion. CUSTOMER shall be responsible for such audit costs only in the event the audit reveals that CUSTOMER's use of SOFTWARE is not in accordance with the licensed scope of use.

b. **OWNERSHIP RIGHTS.** Ownership of the SOFTWARE, Content, documentation and all intellectual property rights therein shall remain at all times with TICKETNETWORK. CUSTOMER is prohibited from making any modifications to the SOFTWARE without prior written consent from TICKETNETWORK. All permitted modifications to the SOFTWARE made by CUSTOMER during the course of this AGREEMENT shall be owned by TICKETNETWORK. CUSTOMER represents and warrants that any permitted modifications made by CUSTOMER to the SOFTWARE shall not infringe any third party's intellectual property rights and agrees to indemnify, defend and hold harmless TICKETNETWORK from any third party infringement claims. In any event, all such permitted modifications shall be owned by

TICKETNETWORK and CUSTOMER agrees to and does hereby assign to TICKETNETWORK all right, title and interest to such modifications. During the Term, TICKETNETWORK and CUSTOMER shall have joint use of any data CUSTOMER creates, stores, maintains, uploads or processes while utilizing the SOFTWARE or otherwise in the course of CUSTOMER's relationship with TICKETNETWORK; provided that TICKETNETWORK shall be the owner of all Data. Customer shall own all servers and/or devices on which SOFTWARE is installed regardless of whether the device is provided by TICKETNETWORK or CUSTOMER.

c. **RE-DISTRIBUTION OF CUSTOMER'S PROGRAMS.** If TICKETNETWORK has previously provided written consent to CUSTOMER, the license granted in this AGREEMENT may allow CUSTOMER to create the CUSTOMER's custom derivative work of the SOFTWARE, including CUSTOMER'S own compiled executables and/or web sites (the "CUSTOMER's Programs") and use and distribute the CUSTOMER's Programs (if any) as agreed to by TICKETNETWORK in writing, in advance, in such each instance. Subject to the terms and conditions of this AGREEMENT, including a valid SOFTWARE license and TICKETNETWORK'S prior written consent in each instance, TICKETNETWORK may grant to CUSTOMER a limited right to use such CUSTOMER Programs for CUSTOMER'S internal purposes only for the Term. In any event, the distribution of such CUSTOMER's Programs is subject to all of the following conditions:

i. All copies of the CUSTOMER Programs that CUSTOMER creates must bear a valid copyright notice showing TICKETNETWORK as the owner of the Customer Program, except where otherwise agreed to in writing by TICKETNETWORK.

ii. CUSTOMER may not remove or alter any TICKETNETWORK copyright, trademark or other proprietary rights notice contained in any portion of CUSTOMER Programs, TICKETNETWORK libraries, source code, or other files that bear such a notice.

iii. TICKETNETWORK provides no warranty of any kind to CUSTOMER or any person, and the CUSTOMER will remain solely responsible to anyone receiving the CUSTOMER's Programs for support, service, upgrades, or technical or other assistance, and such recipients will have no right to contact TICKETNETWORK for such services or assistance.

iv. CUSTOMER will indemnify, defend and hold TICKETNETWORK, its related companies, affiliates and suppliers, harmless from and against any claims or liabilities, including reasonable attorneys' fees and costs, arising out of the use, reproduction or distribution of the CUSTOMER's Programs.

v. CUSTOMER's Programs containing the SOFTWARE must be written using a licensed, registered copy of the SOFTWARE.

vi. CUSTOMER's Programs must add primary and substantial functionality, and may not be merely a set or subset of any of the libraries, code, or other files of the SOFTWARE.

vii. CUSTOMER may not use TICKETNETWORK or any of its suppliers' names, logos, or trademarks in conjunction with the CUSTOMER's Programs.

The provisions of this Section 6 shall survive termination of this Agreement.

7. SUPPORT SERVICES. TICKETNETWORK may provide certain support services related to the SOFTWARE (the "Support Services"). Use of Support Services is governed by TICKETNETWORK's policies and programs described in the user manual, on-line documentation and/or other TICKETNETWORK materials.

i. **SOFTWARE DOCUMENTATION.** TICKETNETWORK may, at its sole discretion, provide written software technical documentation, release documents, or product manuals. TICKETNETWORK reserves the right to not provide any of this information.

ii. **SUPPLEMENTAL SOFTWARE CODE.** Any supplemental software code provided to CUSTOMER as part of the Support Services shall be considered part of the SOFTWARE and subject to this AGREEMENT.

iii. **TECHNICAL INFORMATION.** With respect to technical information CUSTOMER provides to TICKETNETWORK as part of the Support Services, TICKETNETWORK may use such information for its business purposes, including for product support and development. This right shall survive termination of this AGREEMENT.

iv. **REMOTE ASSISTANCE.** TICKETNETWORK may use remote assistance products, included but not limited to, LogMeIn remote assistance (www.LogMeInRescue.com). TICKETNETWORK makes no warranty, either expressed or implied as to the services of third party remote assistance providers. CUSTOMER agrees to indemnify, defend and hold harmless TICKETNETWORK from all actions, claims, demands, suits, liabilities, losses, costs, damages, fines, penalties (except where reimbursement of fines and penalties is prohibited by law), judgments, expenses (including reasonable attorney's fees) and causes of action of every kind and character (including those of the parties and their agents and employees) directly or indirectly incurred or arising out of or in connection with any malfunction that may result from third party remote assistance software used in the course of providing technical support for TICKETNETWORK. This indemnification obligation shall survive termination of this AGREEMENT.

v. **SUPPORT SERVICES FEE.** TICKETNETWORK may charge CUSTOMER a Support Services Fee when CUSTOMER causes the SOFTWARE to break or fail to function as intended through no fault of TICKETNETWORK. Should the SOFTWARE need replacement or remedial Support Services, the cost of

replacement or remediation shall be borne by the CUSTOMER according to the then current rate for Support Services charges. Current rates may be requested from TICKETNETWORK prior to CUSTOMER accepting the replacement SOFTWARE or remediation Support Services.

8. MISCELLANEOUS.

a. If CUSTOMER acquired the SOFTWARE in the United States, this AGREEMENT is governed by the laws of the State of Connecticut, without regard to conflict of law principles as set forth therein. If this SOFTWARE was acquired outside the United States, then CUSTOMER agrees and assents to adhere to all applicable international treaties regarding copyright and intellectual property rights which shall also apply. In addition, CUSTOMER agrees that any local law(s) to the benefit and protection of TICKETNETWORK's ownership of, and interest in, its intellectual property and right of recovery for damages thereto will also apply.

b. NO WARRANTIES. TICKETNETWORK EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE SOFTWARE. THE SOFTWARE, SERVICES, SOFTWARE SUPPORT, AND ANY RELATED DOCUMENTATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE, SERVICES, SOFTWARE SUPPORT AND RELATED DOCUMENTATION AT ALL TIMES REMAINS WITH CUSTOMER.

c. **THIRD PARTY SOFTWARE WARRANTIES.** TICKETNETWORK may distribute third party applications, including but not limited to: Microsoft .NET, PAYware Connect by Verifone, and the STUBHUB API. TICKETNETWORK EXPRESSLY DISCLAIMS ANY WARRANTY FOR ANY THIRD PARTY SOFTWARE. THIRD PARTY PRODUCTS, SOFTWARE SUPPORT, AND ANY RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF SUCH THIRD PARTY SOFTWARE, THIRD PARTY PRODUCTS, SOFTWARE SUPPORT AND ANY RELATED DOCUMENTATION REMAINS WITH THE CUSTOMER.

AS TO INFORMATION PROVIDED BY VERIFONE REGARDING PAYWARE CONNECT DATA, INCLUDING BUT NOT LIMITED TO BATCHING, EMAILS, AND ACCOUNT INFORMATION, TICKETNETWORK DOES NOT WARRANT OR ASSUME ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION, DATA, OR PROCESS DISCLOSED. CUSTOMERS ARE RESPONSIBLE FOR CHECKING WITH THEIR PROCESSING COMPANY TO ENSURE THE ACCURACY OF THEIR PAYWARE CONNECT DATA. USE OF THE PAYWARE CONNECT MATERIAL IS SUBJECT TO THE TERMS AND CONDITIONS OF USE ESTABLISHED BY VERIFONE, THE PROVIDER OF SUCH SOFTWARE. ANY ISSUE WITH THE PAYWARE CONNECT DATA MUST BE BROUGHT DIRECTLY THE ATTENTION OF VERIFONE.

d. LIMITATION OF LIABILITY AND INDEMNIFICATION. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TICKETNETWORK (AND EACH OF ITS PARENTS, AFFILIATES, SUBSIDIARIES OR ENTITIES UNDER COMMON OWNERSHIP OR CONTROL), AND ALL OF THEIR RESPECTIVE PRESENT

AND FORMER OFFICERS, MEMBERS, SHAREHOLDERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, ATTORNEYS, INSURERS AND AGENTS, AND THEIR SUCCESSORS, HEIRS AND ASSIGNS (COLLECTIVELY "INDEMNIFIED PARTIES") BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, VICARIOUS OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING ALL LOSSES, LIABILITIES, CLAIMS, COSTS, DAMAGES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, FINES, FORFEITURES, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS, ATTORNEYS' FEES, DISBURSEMENTS AND ADMINISTRATIVE OR COURT COSTS) (HEREINAFTER ALL OF THE FOREGOING IS COLLECTIVELY REFERRED TO AS "LOSSES") ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE OR SERVICES OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF TICKETNETWORK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER FURTHER AGREES THAT THE MAXIMUM AVAILABLE REMEDY TO CUSTOMER IS A REFUND OF THE LICENSE FEE FOR THE CURRENT TERM. FURTHER, INDEMNIFIED PARTIES DISCLAIM ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTY USERS IN CONNECTION WITH THE SOFTWARE. CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD THE INDEMNIFIED PARTIES HARMLESS FROM ALL CLAIMS RELATED TO THE SERVICES, PRODUCTS, ACTIONS OR FAILURE TO ACT OF CUSTOMER, CUSTOMER'S CUSTOMERS, ANY TICKET BROKER, VENUE, PERFORMER, PROMOTER OR OTHER THIRD PARTY IN CONNECTION WITH THE USE OR MISUSE OF THE SOFTWARE AND SERVICES HEREIN.

e. **STUBHUB AS BENEFICIARY**. Solely with regard to the STUBHUB API, CUSTOMER and TICKETNETWORK agree that StubHub is a third-party beneficiary of CUSTOMER'S use of the STUBHUB API.

f. **DUTY TO REPORT VIOLATIONS.** Should CUSTOMER receive a complaint from a third party alleging that a TICKETNETWORK website or TICKETNETWORK Private Label website is engaging in one or more of the following prohibited practices, CUSTOMER shall promptly forward such complaint to TICKETNETWORK at broker.complaints@ticketnetwork.com for review.

Prohibited practices shall include the following:

(1) Using the word "official" in search engine advertisements, actual or display Uniform Resource Locators ("URLs"), websites, webpages, or any other forms of advertising for resale tickets or a resale ticket website;

(2) Using the name of any venue, stadium, arena, theater, performing arts center, center, event, tour, performer, or sports team, including any partial or alternate spellings thereof, in any actual or display URL in any search engine advertisement for resale tickets or a resale ticket website, except where: (1) such name is presented only within the subdirectory or subfile portion of such actual or display URL (i.e., after the top level domain and first "/"); or (2) the advertisement containing such actual or display URL clearly indicates through descriptors, brand names, business names (e.g., "TicketNetwork" or "TicketLiquidator"), the content of the offer, or other means, that the site is a ticket reseller not affiliated with such venue or other entity; or

(3) Misrepresenting, expressly or by implication, that a resale ticket site is a primary ticket seller or offering tickets at face value, whether through:

(a) The use of names, images, photos, depictions, or illustrations of venues, stadiums, arenas, theaters, performing arts centers, centers, events, tours, performers, or sports teams in search engine advertisements, actual or display URL's, websites, webpages, or any other forms of advertising;

(b) The use of terms such as box office, arena, stadium, theater, performing arts center, or center in any such advertising; or

(c) Any other means; or

(4) failing to disclose, clearly and prominently on (1) the ticket listing page (i.e., where specific tickets are offered for sale), and (2) the payment authorization page of such site, that: (a) the site is a resale marketplace and not a venue or box office; and (b) ticket prices may exceed face value. If a search engine advertisement contains an actual or display URL that sends a consumer directly to a website that offers tickets to a single venue, performer, team or event, then such information also shall be disclosed, clearly and prominently, on the initial page to which consumers are directed via such search link.

g. **TAX INDEMNITY**. TICKETNETWORK is not responsible in any way for the accuracy or suitability of any payment of taxes to any entity on CUSTOMER's behalf. CUSTOMER shall indemnify and hold TICKETNETWORK, its parents, subsidiaries, affiliates, officers, directors, agents and employees harmless against all liabilities, costs, interest and expenses (including reasonable attorneys' fees and costs) incurred by TICKETNETWORK that arise out of any third party or governmental claim that involves, relates to or concerns any federal, state, county, city, or other tax obligation or amounts due or owing under any tax regulation, law, order or decree. CUSTOMER authorizes TICKETNETWORK to release information related to transactions between CUSTOMER and TICKETNETWORK to the Internal Revenue Service or other competent governmental body when requested by such entity.

h. **FORCE MAJEURE**. TICKETNETWORK shall not be deemed in default or otherwise liable under this AGREEMENT due to its inability to perform its obligations by reason of any fire, earthquake, flood, power outage, substantial snowstorm, ice storm, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, cyber-terrorism, embargo, war, act of God, or any municipal, county, state or national ordinance or law, or any executive, administrative or judicial order (which order is not the result of any act or omission which would constitute a default hereunder), or any failure or delay of any transportation, power, or communications system or any other or similar cause not under TICKETNETWORK's control ("Force Majeure"). Notwithstanding the foregoing, TICKETNETWORK shall be permitted to terminate this AGREEMENT with or without notice to the CUSTOMER and without any liability to CUSTOMER in the event that TICKETNETWORK is prevented from performing hereunder due to a Force Majeure event. The occurrence of a Force Majeure shall not relieve CUSTOMER of CUSTOMER'S payment obligations.

i. **CHANGES TO PROVISIONS.** This AGREEMENT may be modified by TICKETNETWORK at any time with or without notice to CUSTOMER. If any provision of this AGREEMENT is found void or unenforceable, the remainder will remain valid and enforceable according to its terms.

j. **GOVERNING LAW.** This AGREEMENT and all matters or issues related thereto shall be governed by the laws of the State of Connecticut without giving effect to any choice of law provisions. Each of the parties hereby submits to the exclusive jurisdiction of the Federal and State courts residing in Hartford County, Connecticut.

k. **ARBITRATION.** Except for a breach of CUSTOMER'S payment obligations, any dispute, controversy or claim arising out of or relating to this Agreement, or any alleged breach thereof, shall be submitted and determined by binding arbitration in the jurisdiction of TICKETNETWORK's headquarters, Hartford County, Connecticut, and administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules including the Optional Rules for Emergency Measures of Protection. Any award issued through arbitration is enforceable in any court of competent jurisdiction. CUSTOMER shall maintain in confidence and not disclose (i) the existence of any dispute, controversy or claim under this Agreement, (ii) the fact and existence of any arbitration hereunder, (iii) the substance and/or status of proceedings in any such arbitration, and (iv) the outcome or resolution of any such dispute, controversy or claim, whether by settlement or arbitration.

Any arbitration or trial by a judge of any claim involving CUSTOMER'S payment obligations will take place on an individual basis without resort to any form of class or representative action (the "CLASS ACTION WAIVER"). Regardless of anything else in this Arbitration provision, the validity and effect of the CLASS ACTION WAIVER may be determined only by a court and not by an arbitrator. CUSTOMER and TICKETNETWORK acknowledge that the CLASS ACTION WAIVER is material and essential to the arbitration of any disputes between the parties and is non-severable from the agreement to arbitrate claims. If the CLASS ACTION WAIVER is limited, voided or found unenforceable, then the parties' agreement to arbitrate shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the CLASS ACTION WAIVER. CUSTOMER AND TICKETNETWORK ACKNOWLEDGE AND AGREE THAT UNDER NO CIRCUMSTANCES WILL A CLASS ACTION BE ARBITRATED.

l. **SURVIVAL**. The provisions contained in Sections 3, 5, 6, and 8 and any other provision that by its nature should survive termination shall survive termination of this AGREEMENT and remain in full force and effect.

m. **ASSIGNMENT/TRANSFER OF OWNERSHIP.** CUSTOMER may not assign or transfer any of its rights or obligations under this AGREEMENT without TICKETNETWORK's prior written consent at its sole discretion. Any assignment or transfer without such consent shall be null and void.

n. **PRIVACY POLICY.** TICKETNETWORK shall comply with the Privacy Policy attached hereto as Exhibit A.

Should CUSTOMER have any questions concerning this AGREEMENT, or if CUSTOMER desires to contact TICKETNETWORK for any reason, please accept a Support Request Ticket using the SOFTWARE or call 1(860) 644-4000x5.

EXHIBIT A

PRIVACY POLICY

Last Modified: November 12, 2014

This Privacy Policy discloses the privacy practices for TICKETNETWORK and various related services.

A. TYPES OF INFORMATION COLLECTED. In order to better provide CUSTOMERS with TICKETNETWORK'S numerous services, TICKETNETWORK collects two types of information about its users: Personally Identifiable Information and Non-Personally Identifiable Information as described herein. TICKETNETWORK'S primary goal in collecting information from CUSTOMER is to provide CUSTOMER with a smooth, efficient, and customized experience while using the SOFTWARE. TICKETNETWORK is Payment Card Industry Data Security Standards ("PCI DSS") compliant and maintains cardholder data in accordance with these standards.

i. **PERSONALLY IDENTIFIABLE INFORMATION.** This refers to information that lets TICKETNETWORK know certain personally identifiable information that tells specifics of who its CUSTOMERS are. When CUSTOMERS engage in certain activities on this SOFTWARE, such as registering for a membership, ordering a product or service, submitting content and/or posting content in discussion forums or other public areas, entering a contest or sweepstakes, filling out a survey, or sending us feedback, TICKETNETWORK may ask CUSTOMERS to provide certain information by filling out and submitting an online form. It is completely optional for CUSTOMERS to engage in these activities, however, TICKETNETWORK may ask that CUSTOMERS provide personal information, such as first and last name, mailing address (including zip code), social security number, email address, employer, job title and department, telephone and facsimile numbers, and other personally identifying information. When ordering products or services from TICKETNETWORK, CUSTOMERS may be asked to provide a credit card number or bank account number. If using the StubHub API, CUSTOMERS will be asked to provide CUSTOMER'S StubHub ID, password, and any other StubHub data or information required for use in the STUBHUB API. Depending upon the activity, some of the information TICKETNETWORK asks CUSTOMERS to provide is identified as mandatory and some as voluntary. If CUSTOMERS do not provide the mandatory data with respect to a particular activity, those CUSTOMERS will not be able to engage in that activity.

ii. **INFORMATION BASED ON HOW A CUSTOMER USES THE SOFTWARE:** This refers to information that does not by itself identify a specific individual. TICKETNETWORK gathers certain information about CUSTOMERS based upon how CUSTOMERS

use the SOFTWARE. This information is compiled and analyzed on both a personal and an aggregated basis. This information may include the CUSTOMER'S Uniform Resource Locator ("URL") that CUSTOMER just came from, which URL CUSTOMER next goes to, what browser CUSTOMER is using, and CUSTOMER'S Internet Protocol ("IP") address. An URL is the global address of documents and other resources on the World Wide Web. An IP address is an identifier for a computer or device on a Transmission Control Protocol/Internet Protocol ("TCP/IP") network, such as the World Wide Web. Networks like the Web use the TCP/IP protocol to route information based on the IP address of the destination. In other words, an IP address is a number that is automatically assigned to CUSTOMER'S computer whenever CUSTOMER is surfing the web, allowing web servers to locate and identify CUSTOMER'S computer. Computers require IP addresses in order for users to communicate on the Internet.

B. COLLECTION METHODS AND USE OF INFORMATION. We do not collect any Personally Identifiable Information about CUSTOMERS unless CUSTOMERS voluntarily provide it to us (the "Personally Identifiable Information"). CUSTOMERS provide such Personally Identifiable Information to TICKETNETWORK when CUSTOMERS (a) register for services and register CUSTOMERS' email address with TICKETNETWORK; (b) enter sweepstakes or contests sponsored by TICKETNETWORK or one of its partners; (c) sign up for special offers from selected third parties; (d) send email messages, submit forms or transmit other information by telephone or letter; or (e) submit CUSTOMERS' credit card or other payment information when ordering and purchasing products and services on the SOFTWARE. TICKETNETWORK may also collect Personally Identifiable Information from CUSTOMERS that voluntarily provide it to us at other points on the SOFTWARE that state that such information is being collected.

In addition, TICKETNETWORK may also collect, or its third party ad server and/or content server may collect, certain non-Personally Identifiable Information. This information is ultimately stored in the form of categories, and, in some cases, specific URLs. TICKETNETWORK uses CUSTOMERS' IP addresses to diagnose problems with TICKETNETWORK'S servers or the SOFTWARE, to administer the SOFTWARE and to gather demographic information. TICKETNETWORK'S third party ad servers will also provide TICKETNETWORK with summary, but not individual, reports that will tell how many ads were presented and clicked upon in the SOFTWARE.

TICKETNETWORK will primarily use CUSTOMERS' Personally Identifiable Information to provide services to CUSTOMERS, as required by any AGREEMENTS with CUSTOMER. TICKETNETWORK may also use Personally Identifiable Information to enhance the operation of the SOFTWARE, fill orders, improve marketing and promotional efforts, statistically analyze SOFTWARE use, improve product and service offerings, and customize the SOFTWARE's content, layout, and services. TICKETNETWORK may use Personally Identifiable Information to deliver information to CUSTOMER and to contact CUSTOMER regarding administrative notices. TICKETNETWORK may also use Personally Identifiable Information to resolve disputes, troubleshoot

problems and enforce any AGREEMENTS with CUSTOMER, including the SOFTWARE EULA, the website Terms of Use, Sales Terms and Conditions, and this Privacy Policy.

C. RELEASE OF INFORMATION. TICKETNETWORK does not sell, trade, or rent CUSTOMERS' Personally Identifiable Information to others. TICKETNETWORK does provide some of its services through contractual arrangements with affiliates, services providers, partners and other third parties (together, "Service Partners"). TICKETNETWORK and its service partners use CUSTOMERS' Personally Identifiable Information to operate the SOFTWARE and to deliver services. For example, TICKETNETWORK must release CUSTOMERS' credit card information to the card-issuing bank to confirm payment for products and services purchased in this SOFTWARE; release CUSTOMERS' address information to the delivery service to deliver products that CUSTOMERS ordered; and provide order information to third parties that help provide customer service. In addition, TICKETNETWORK may provide CUSTOMERS' email addresses to Service Partners that provide ancillary services such as informational newsletters.

TICKETNETWORK will encourage its Service Partners to adopt and post privacy policies. However, the use of CUSTOMERS' Personally Identifiable Information by TICKETNETWORK'S Service Partners is governed by the privacy policies of those Service Partners, and is not subject to TICKETNETWORK'S control. TICKETNETWORK is not liable for the acts or omissions of its Service Partners.

Occasionally TICKETNETWORK may be required by law enforcement or judicial authorities to provide Personally Identifiable Information to the appropriate governmental authorities. TICKETNETWORK will disclose Personally Identifiable Information upon receipt of a court order, subpoena, or to cooperate with a law enforcement investigation. TICKETNETWORK fully cooperates with law enforcement agencies in identifying those who use TICKETNETWORK'S services for illegal activities. TICKETNETWORK reserves the right to report to law enforcement agencies any activities that TICKETNETWORK in good faith believes to be unlawful. TICKETNETWORK may also provide Personally Identifiable Information to third parties to assist with the prevention of or investigation into fraudulent activities or possible identity theft. In the case of identity theft, CUSTOMER may authorize a law enforcement officer to request the records from TICKETNETWORK or CUSTOMER may request that TICKETNETWORK send any records directly to a law enforcement officer.

TICKETNETWORK may also provide Non-Personally Identifiable Information about our customers' sales, traffic patterns, and related SOFTWARE information to third party advertisers, but these statistics do not include any Personally Identifiable Information.

D. UPDATING AND CORRECTING INFORMATION. TICKETNETWORK believes CUSTOMERS should have the ability to access and edit the Personally Identifiable Information that CUSTOMERS have provided to us. CUSTOMER may change any Personally Identifiable Information in CUSTOMER'S account online at any time by linking to CUSTOMER'S account in accordance with

instructions posted elsewhere in this SOFTWARE. CUSTOMER may also access and correct CUSTOMER'S Personal Identifiable Information by writing TICKETNETWORK at:

TICKETNETWORK, INC
Attn: Tech Services
75 Gerber Road East
South Windsor, CT 06074
Telephone: 860-674-4000 x5500
Facsimile: 860-870-5183

In your correspondence, please include CUSTOMER name, address, and/or email address when contacting TICKETNETWORK.

TICKETNETWORK encourages CUSTOMER to promptly update any Personally Identifiable Information if it changes. CUSTOMER may ask to have the Personally Identifiable Information on CUSTOMER'S account deleted or removed; however, because TICKETNETWORK keeps track of past transactions, CUSTOMER cannot delete such information associated with past transactions in the SOFTWARE. In addition, it may be impossible to completely delete CUSTOMER'S information without some residual information because of backups.

E. USER CHOICES ON COLLECTION AND USE OF INFORMATION. TICKETNETWORK may, from time to time, send CUSTOMER email regarding products and services. In addition, if CUSTOMER indicated upon registration that CUSTOMER is interested in receiving offers or information from TICKETNETWORK and its partners, TICKETNETWORK may occasionally send CUSTOMER direct mail about products and services that TICKETNETWORK feels may be of interest to CUSTOMER. Only TICKETNETWORK (or agents working on behalf of TICKETNETWORK) will send CUSTOMER these direct mailings and only if CUSTOMER indicated that CUSTOMER does not object to these offers. If CUSTOMER does not want to receive such mailings, CUSTOMER must inform TICKETNETWORK when giving CUSTOMER'S personal information. Or, at any time CUSTOMER can easily edit CUSTOMER'S account information to no longer receive such offers and mailings by creating a Support Request Ticket in the SOFTWARE.

CUSTOMER also has choices with respect to cookies, as described below. By modifying CUSTOMER'S browser preferences, CUSTOMER has the choice to accept all cookies, to be notified when a cookie is set, or to reject all cookies. If CUSTOMER chooses to reject all cookies, some parts of the SOFTWARE may not work properly in CUSTOMER'S case.

F. COOKIES. When CUSTOMER uses the SOFTWARE, TICKETNETWORK will store cookies on CUSTOMER'S computer in order to facilitate and customize CUSTOMER'S use of the SOFTWARE. A cookie is a small data text file, which a Web site stores on the hard drive of CUSTOMER'S computer (if CUSTOMER'S Web browser permits) that can later be retrieved to identify CUSTOMER to TICKETNETWORK. TICKETNETWORK'S cookies store randomly assigned user identification numbers, the country where CUSTOMER is located, and CUSTOMER'S first name to welcome CUSTOMER back to the SOFTWARE. The cookies make CUSTOMER'S use of the SOFTWARE easier, make the

SOFTWARE run more smoothly and help TICKETNETWORK to maintain secure SOFTWARE. CUSTOMER is always free to decline the cookies if CUSTOMER'S browser permits, but some parts of the SOFTWARE may not work properly in that case.

TICKETNETWORK may use an outside ad serving company to display banner advertisements in the SOFTWARE. As part of their service, they will place a separate cookie on CUSTOMER'S computer. TICKETNETWORK will not provide any third-party ad server with any of CUSTOMER'S Personally Identifiable Information or information about CUSTOMER'S purchases. TICKETNETWORK and its third party ad server will collect and use Non-Personally Identifiable Information about CUSTOMER, such as CUSTOMER'S IP address, browser type, the server CUSTOMER'S computer is logged onto, the area code and zip code associated with CUSTOMER'S server and whether CUSTOMER responded to a particular ad. Other advertisers may also place banner ads in the SOFTWARE in the same manner as above, but TICKETNETWORK will not disclose any Personally Identifiable Information to them.

G. PRIVACY POLICIES OF THIRD PARTY SOFTWARE. Except as otherwise discussed in this Privacy Policy, this document only addresses the use and disclosure of information TICKETNETWORK collects from CUSTOMER. Other sites accessible through the SOFTWARE have their own privacy policies and data collection, use and disclosure practices. Please consult each site's privacy policy. TICKETNETWORK is not responsible for the policies or practices of third parties. Additionally, other companies which place advertising in the SOFTWARE may collect information about CUSTOMER when CUSTOMER views or clicks on their advertising through the use of cookies. TICKETNETWORK cannot control this collection of information. CUSTOMER should contact these advertisers directly if CUSTOMER has any questions about their use of the information that they collect.

H. CHILDREN & PARENTS. THE SOFTWARE IS NOT INTENDED FOR CHILDREN UNDER THE AGE OF 18. IF A CUSTOMER OR ITS USERS ARE UNDER THE AGE OF 18 THE CUSTOMER OR ITS USERS DO NOT HAVE THE RIGHT TO USE THE SOFTWARE AND THE SERVICES. TICKETNETWORK or its affiliates will not knowingly collect any information from children under age 18. TICKETNETWORK does not assume any liability for any misrepresentations regarding CUSTOMER'S age OR CUSTOMER'S users' age when using this SOFTWARE. If CUSTOMER or CUSTOMER'S users' have been using this SOFTWARE in breach of this Agreement, TICKETNETWORK hereby immediately terminates CUSTOMER'S LICENSE.

I. MISCELLANEOUS PRIVACY ISSUES. CUSTOMER should be aware that when Personally Identifiable Information is voluntarily disclosed (i.e. CUSTOMER name, email address, etc.) in the discussion forums or other public areas in this SOFTWARE, that information, along with any information disclosed in CUSTOMER'S communication, may be collected and used by third parties and may result in unsolicited messages from third parties. Such activities are beyond TICKETNETWORK'S control and this Policy does not apply to such information. Any submissions to chat rooms or other public areas in this SOFTWARE are accepted by CUSTOMER with the understanding that they are accessible to all third parties. If CUSTOMER does not want CUSTOMER'S comments to be viewed by third parties, CUSTOMER is advised

it should not to make any submissions. CUSTOMER is solely responsible for maintaining the secrecy of CUSTOMER'S password and/or account information. Please be careful and responsible whenever CUSTOMER is online.

J. CUSTOMER PROTECTION OF TICKETNETWORK'S SYSTEMS. CUSTOMER shall use its best efforts, in accordance with industry standards, to protect TICKETNETWORK'S computer systems, network devices and/or the data processed thereon against the risk of penetration by, or exposure to, a third party via any system, method, or feature utilized by CUSTOMER in performing such work and/or accessing such systems. Such protections may include, but not be limited to, (a) protecting against virus intrusions, (b) encrypting personal information in transmission and in storage, (c) securing the computer systems and network devices, (d) protecting against intrusions of operating systems or software; (e) requiring unique identification and authorization of all users, (f) implementing access controls on all data, software or other file-system objects limiting access to only authorized users, (g) allowing only the protocols required for the function and management of the solution to be transmitted or utilized, and (h) preventing the loss of data processed or transferred. CUSTOMER shall implement and maintain current industry standard anti-virus measures to detect, prevent and remove computer viruses and/or other contaminants designed to damage, alter, delete, disable, or permit unauthorized access to, TICKETNETWORK'S databases, systems, equipment or property to or from CUSTOMER'S equipment, and to prevent the spread of computer viruses between the parties which access or exchange data or software through any network connectivity. Anti-virus measures shall be incorporated on all data transfer mechanisms as well as any other points reasonably requested by TICKETNETWORK, in writing. CUSTOMER shall monitor all service, equipment, test environment, and communication links for security breaches, violations and suspicious activity, and shall notify TICKETNETWORK of such breaches, violations, and activity on a timely basis in a manner to be mutually agreed upon in writing between the parties. CUSTOMER will maintain logs, system records, and test plans and results for an agreed-upon time for review by TICKETNETWORK.

K. PERSONALLY IDENTIFIABLE CUSTOMER INFORMATION. To the extent that CUSTOMER has access to Personally Identifiable Information, CUSTOMER shall hold such information in the strictest of confidence, and protect such information, in accordance with industry standards. CUSTOMER represents and warrants that its data protection practices shall comply with the payment card industry requirements. CUSTOMER shall treat all Personally Identifiable Information in accordance with all applicable privacy laws as well as the guidelines found at https://www.pcisecuritystandards.org/.

L. IDENTITY VERIFICATION. TICKETNETWORK reserves the right to verify certain information about CUSTOMER, including but not limited to: business address, Social Security number and/or federal employer identification number, business license information and credit history. Information will be verified at TICKETNETWORK'S discretion via commercially-available means including but not limited to credit reporting agencies and state/local licensing agencies. CUSTOMER acknowledges consent to such verification upon activation of this EULA.

M. TICKETNETWORK ANTI-SPAM. TICKETNETWORK prohibits the use of the SOFTWARE in any manner associated with the transmission, distribution or delivery of any unsolicited bulk or unsolicited commercial e-mail (hereinafter all of the foregoing is collectively referred to as "SPAM"). CUSTOMER may not use any SOFTWARE to send SPAM. CUSTOMER also may not deliver Spam or cause Spam to be delivered to any of TICKETNETWORK'S SOFTWARE or customers.

a. In addition, e-mail sent, or caused to be sent, to or through the SOFTWARE may not:

   i. use or contain invalid or forged headers;

   ii. use or contain invalid or non-existent domain names;

   iii. employ any technique to otherwise misrepresent, hide or obscure any information in identifying the point of origin or the transmission path;

   iv. use other means of deceptive addressing;

   v. use a third party's internet domain name, or be relayed from or through a third party's equipment, without permission of the third party;

   vi. contain false or misleading information in the subject line or otherwise contain false or misleading content;

   vii. fail to comply with additional technical standards described below; or

   viii. Otherwise violate this AGREEMENT.

b. TICKETNETWORK does not authorize the harvesting, mining or collection of e-mail addresses or other information from or through the SOFTWARE. TICKETNETWORK does not permit or authorize others to use the SOFTWARE to collect, compile or obtain any information about TICKETNETWORK'S customers or subscribers, including but not limited to subscriber e-mail addresses, which are TICKETNETWORK'S confidential and proprietary information.

c. If TICKETNETWORK believes that unauthorized or improper use is being made of any SERVICE, it may, without notice, take such action as it, in its sole discretion, deems appropriate, including blocking messages from a particular internet domain, mail server or IP address. TICKETNETWORK may immediately terminate any LICENSE or the AGREEMENT with any CUSTOMER which it determines, in its sole discretion, is transmitting or is otherwise connected with any e-mail that violates this Privacy Policy.

d. Nothing in this AGREEMENT is intended to grant any right to transmit or send e-mail to, or through, the SOFTWARE. Failure to enforce this Privacy Policy in every instance does not amount to a waiver of TICKETNETWORK'S rights.

e. Unauthorized use of the SOFTWARE in connection with the transmission of unsolicited e-mail, including the transmission of e-mail in violation of this AGREEMENT, may result in civil, criminal, or administrative penalties against CUSTOMER and those assisting CUSTOMER.

N. PRIVACY LAWS. By accepting the terms of this AGREEMENT, CUSTOMER agrees to abide by all U.S. and international anti-SPAM and privacy laws, including but not limited to the CAN-SPAM Act, Canadian Anti-SPAM Laws, and Federal Trade Commission guidelines and regulations on information privacy. TICKETNETWORK prohibits communications to CUSTOMER'S customers made in violation of these laws and reserves the right to terminate this AGREEMENT immediately upon notice of any such violation on the part of CUSTOMER.